

## Business Account Agreement.

This Business Account Agreement is dated \_\_\_\_\_ and is between Dockside Daves Restaurant, LLC, a Florida limited liability company ("you" or "your"), and Premium Parking Partners, L.L.C., a Louisiana limited liability company ("we", "us", or "our").

The parties agree as follows:

1. "Parking Facility" means the parking facility known as P2956, located at 14805 Gulf Blvd, Madeira Beach, FL 33708, and managed by us pursuant to an agreement (the "Underlying Agreement") with Madeira Beach Land Co., LLC ("Owner").
2. The initial term of this agreement starts on November 1, 2025 and ends 12 months later. The term of this agreement will automatically renew for consecutive renewal terms, each 12 months long, unless either party notifies the other at least 30 days before the end of the then-current term of this agreement that it wants to terminate this agreement at the end of the then-current term of this agreement.
3. Either party may terminate this agreement for any reason by providing 30 days' advance notice to the other party.
4. Number of Cloud Permits®: Up to 10 (Minimum 5)
5. Permit Availability: 24 hours a day, 7 days a week
6. Validations: No
7. "Deposit" means \$0.00.
8. "Fees" means the following fees:
  - 8.1. "Monthly License Fee": \$125.00 per Permit per month, including tax.
  - 8.2. "Void Fee": \$0.00 per Voided Notice.
  - 8.3. Platform Fees.
  - 8.4. Financial Charges.
9. "Invoice Date" means the first calendar day of the month.
10. "Payment Terms": Upon receipt

[Additional Provisions Follow]

## Additional Provisions.

11. DEFINITIONS: The defined terms listed below, as used in this agreement, are defined as follows:
- 11.1. "Platform Fees" means standard fees charged by Premium for the GLIDEPARCS® platform, at the standard rates then in effect (unless otherwise stated herein).
- 11.2. "Financial Charges" means credit card fees and charges related to electronic fund transfers, ACH fees, bank fees, check cashing fees, returned checks fees, and any other accounting fees and costs directly related to this account.
12. TERMINATION: If the Underlying Agreement is terminated or otherwise ends at any time during the term of this agreement, this agreement will, at our option and coincidentally with the end of the term of the Underlying Agreement, either (a) immediately terminate without penalty to us or (b) be assigned to any other party who comes into control of the Parking Facility subject to your agreement to such additional terms and conditions as that other party may require prior to such an assignment. We will strive to provide you with prompt written notice thereof immediately upon actual knowledge of a probable termination and as soon as reasonably possible.
13. GRANT OF CLOUD PERMITS: If the Number of Cloud Permits® is greater than zero, we grant to you, for the term of this agreement, that number of non-reserved Cloud Permits for the Parking Facility (each a "Permit"), generally available for the use of your parkers during the Permit Availability, but subject to limitation if the Parking Facility is closed to the parking public for any reason, including without limitation during special events. If the Number of Cloud Permits is described as "up to" a number, then you will be billed only for the number of Cloud Permits you use during a month. If the Number of Cloud Permits is described as "must take", you must pay for the Number of Cloud Permits even if you do not use them all.
14. ADDITIONAL CLOUD PERMITS: If you need more than the Number of Cloud Permits®, you may send us a written request for Additional Cloud Permits. We may agree to or deny your request based on availability or other factors. If we agree to your request, you will pay the Additional Permit Fee for any Additional Cloud Permits you use. If the Additional Permit Fee is "TBD" or similar, then you and we will agree upon an Additional Permit Fee at the time of your request.
15. GRANT OF VALIDATION ACCOUNT: If indicated in Section 6 above, we grant to you, for the term of this agreement, a validation account which permits you to park certain vehicles at the Parking Facility at the Validated Rate. You may avail yourself of the Validated Rate if and only if you create a validated parking session (a "Validated Session") by entering the vehicle license plate number or other description into our platform immediately after parking a vehicle.
16. VOIDS: If we or any of our compliance providers issues a notice of non-payment, invoice, or other compliance-related action to a vehicle which you or any of you all parked in or otherwise brought into the Parking Facility, you may request that we void the notice. We will bill you the Void Fee listed above for any notice, invoice, or other compliance action which we void for you or on your behalf (each a "Voided Notice").
17. USE: You and your employees, contractors, agents, and other parkers you designate (collectively "you all") may use the Cloud Permits® and Validated Sessions solely for the parking of motor vehicles at the Parking Facility and for no other purpose. You all shall not, and shall not allow others to, use the Cloud Permits, Validated Sessions, or the Parking Facility (a) for resale or profit, (b) for long-term vehicle storage, (c) for any illegal purpose, (d) in a manner which blocks traffic lanes or parking spaces from use by others, or (e) contrary to the regulations of the Parking Facility as may be posted, published, and updated from time to time. You shall not make any alteration, addition, or improvement to the Parking Facility unless you obtain our prior written approval, which may be granted or withheld in our sole discretion. Nothing in this agreement grants you or any of you all any estate in real property or, unless you are granted at least one reserved parking space, the exclusive right to use a particular parking space. Use of the Parking Facility by you all is subject to Premium's Business Account Terms of Purchase, as may be amended from time to time.
18. ACCOUNTING
- 18.1. DEPOSIT: You shall pay us the Deposit upon execution and no later than the first day of the term of this agreement. We will retain the Deposit and return it to you after the end of the

term of this agreement if and only if all amounts due to us have been paid in full.

18.2. BILLING: Our platform will automatically generate and send a monthly invoice on the Invoice Date including all Fees incurred during the previous calendar month.

18.3. PARKER PAYS: If Payment Terms are "Parker pays," then your parkers shall pay for their Cloud Permits® individually by automatic credit card payment on the day they purchase the Permit and on the same date of each month thereafter until cancelled. If a parker's automatic payment method is declined, we may temporarily deactivate that parker's Permit until we receive their payment. While that parker's Permit is deactivated, that parker may be subject to compliance action, including by notice of non-payment, invoice, or immobilization.

18.4. AUTOMATIC PAYMENTS: If Payment Terms are not "parker pays" and your account is set up for automatic payments, then, on the Invoice Date, we will automatically deduct all Fees incurred by you during the previous calendar month using the payment method which you provided to us. If that payment method is declined, we will automatically notify your designated manager by email, and your designated manager will have an opportunity to provide an alternative payment method by the end of the day.

18.5. MANUAL PAYMENTS: If you are pre-approved for manual payments, you shall pay the invoice according to the Payment Terms.

18.6. FAILURE TO PAY: If your automatic payment method is declined and you fail to provide an alternative payment method by the end of the day, or if your manual payment is not received by the due date, then we may temporarily deactivate your account until we receive your payment. While your account is deactivated, your parkers may be subject to compliance action, including by notice of nonpayment, invoice, or immobilization. In addition, we may assess a late fee of either \$25 per Permit or 5% of the total amount owed.

## 19. FEES

19.1. INCREASE IN TAXES OR SIMILAR: We reserve the right to adjust any Fees in the event of any

change in any sales tax, parking tax, or any other similar tax or surcharge.

19.2. ANNUAL INCREASE: Upon each anniversary of the first day of the term of this agreement, all Fees will increase by the greater of five percent or the 12-month percent change in CPI-U most recently published by the U.S. Bureau of Labor Statistics.

20. NO SECURITY: You acknowledge that you all are parking at your own risk, and that we are not responsible in any way for the personal security or safety of you, any of you all, or any of your property. We have no knowledge or expertise as a guard or security service and employ no personnel for that purpose. You will determine in your discretion the extent to which any safety or security precautions you may require to protect you all. You shall indemnify, defend, and hold us harmless from and against any claim, allegation, or other cost concerning safety and security issues.

21. NO BAILMENT OR DEPOSIT: Nothing in this agreement creates a contract of bailment or deposit between you and us.

22. NO CONSEQUENTIAL OR INDIRECT DAMAGES: **WE ARE NOT LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE PARKING FACILITY UNDER THIS AGREEMENT.** The foregoing limitation of damages is to be applied to the maximum extent allowable by the law applicable in your jurisdiction.

23. INDEMNIFICATION: You shall, at your own cost and expense, defend, indemnify, and hold us and our managers, members, officers, affiliates, agents, employees, customers, invitees, and representatives (collectively "our affiliates") harmless from and against any and all actions, costs (including attorney's fees), losses, expenses, and damages (collectively, "Claims"), including without limitation bodily injury and property damage, asserted by third parties against us or any of our affiliates during the term of this agreement that are attributable to (i) the negligence or willful misconduct by you or any of you all, (ii) any vehicle which you all bring into the Parking Facility, or (iii) any breach of your obligations under this agreement.

24. **TERMINATION FOR BREACH:** Either party may terminate this agreement upon any material breach by the other party and failure to cure the breach upon 10 days' written notice.
25. **DATA ACCESS:** You hereby grant to us a perpetual, nonexclusive, royalty free right to access and use any end-user data collected by us that may be owned by you.
26. **PARTIES, SUCCESSORS, AND ASSIGNS:** This agreement is binding and will inure to the benefit of the parties hereto, their legal representatives, and respective successors and assigns.
27. **FORCE MAJEURE:** Our performance under this agreement is subject to any act of God, fortuitous event, inclement weather, war, riot, insurrection, change in law, government regulation, terrorism, disaster, strike or labor troubles (except those involving our employees or agents), civil disorder, inability to procure materials or services, delay or omission attributable to any third-party vendor, supplier, or integration partner not under our control, curtailment of transportation facilities or utilities, pandemic, epidemic, government-ordered quarantine, or any other event of a like nature beyond our control which makes it inadvisable, illegal, impracticable, or impossible to timely perform the obligations under this agreement (a "Force Majeure Event"). In the event of a Force Majeure Event, we may elect either of the following remedies in our sole discretion: (i) our performance of any affected obligation will be excused for the entire period of the Force Majeure Event and the time for performance of any such obligation will be correspondingly extended for the period of such delay, or (ii) we may terminate this agreement upon written notice to you.
28. **ATTORNEY'S FEES:** If any legal action or other proceeding is brought under this agreement, in addition to any other relief to which the successful or prevailing party or parties ("Prevailing Party") is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party must pay, all reasonable attorney's fees and all costs of the Prevailing Party both at trial and on appeal.
29. **CHOICE OF LAW:** This agreement is to be construed in accordance with the laws of the state in which the Parking Facility is located, without regard to its conflict of laws principles.
30. **COUNTERPARTS:** This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. The parties agree they may use electronic signatures in place of original signatures on this agreement.
31. **ENTIRE AGREEMENT:** This agreement is the entire and exclusive agreement between you and us regarding your Cloud Permits® and Validations at the Parking Facility. This agreement replaces and supersedes all prior negotiations, dealings, and agreements between you and us regarding your Cloud Permits and Validations at the Parking Facility.
32. **SEVERABILITY:** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
33. **AMENDMENTS:** The Parties may not amend or modify this agreement except by a written instrument signed by an authorized representative of each party.
34. **NOTICES:** All notices, consents, and communications required hereunder shall be given in writing and will be deemed to have been given upon (a) personal delivery, (b) the fifth business day after mailing by certified or registered mail, postage prepaid, return receipt requested, (c) the second business day after sending by a nationally recognized overnight courier service (with confirmation of receipt), or (d) the first business day after sending by email (with confirmation of transmission). All such notices shall be addressed to the address or email address provided for each party on the signature page of this agreement or to such other address as to which either party may have notified the other in writing.
35. **WAIVER:** No waiver under this agreement is effective unless it is in writing, identified as a waiver to this agreement, and signed by an authorized representative of the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this agreement: failure or delay in exercising a right, remedy, power, or privilege or in enforcing a condition under this agreement, or an act, omission, or course of dealing between the parties.

[Signature Page Follows]

This agreement will become effective when all parties have signed it.

Each party is signing this agreement as of the date specified for that party's signature.

YOU:  
Dockside Daves Restaurant, LLC

By:

Name:  
Title:  
Date:

Address:  
Email:

US:  
Premium Parking Partners, L.L.C.

By:

Name:  
Title:  
Date:

Address: 601 Poydras St Ste 1500, New Orleans LA 70130-6061  
Email: [jhuger@jmhcompanies.com](mailto:jhuger@jmhcompanies.com) with a copy to [legal@premiumparking.com](mailto:legal@premiumparking.com)

OWNER:  
Madeira Beach Land Co., LLC

By:

Name:  
Title:  
Date:

Address:  
Email: